APPENDIX A

January 22, 1973

Received
Mar. 8, 1973
THE FLORIDA BAR
Miami Office

Board of Governors
Florida Bar
Tallahassee, Florida

Attention: Marshall Cassedy, Esquire,
Executive Director

Re: Richard H. Olsen
Request for Investigation and
Disciplinary Action

Gentlemen:

I am writing to request that a full investigation be made into certain actions of the above named attorney, who is practicing law in Miami, Dade County, Florida. These actions occurred while this attorney was representing me.

I had known Mr. Olsen for a good period of time prior to 1968, when he sought me out and discussed with me the possibility of investing in Omega Equities Corporation. Mr. Olsen persuaded me to purchase 25,000 shares on my own account for $150,000.00, and persuaded me to lend him $150,000.00 so that he could purchase 25,000 shares, as well. He agreed to repay me the $150,000.00 with no interest on or before May 31, 1969.

This agreement was reached on September 17, 1968, when Mr. Olsen drew up a contract providing for the

same. We also agreed that if I wished to sell the Omega stock between October 1, 1969 and December 31, 1969, that he would repurchase the same from me at a price of $10.00 a share.

On September 18, 1969, I gave a check to Richard Olsen, as Trustee, for the amount of $300,000.00. He purchased the stock accordingly.

Mr. Olsen repaid $60,000.00 of the $150,000.00 he had borrowed from me, but subsequently refused or was unable to pay the balance and I was forced to institute suit seeking collection of the balance of my money on the $150,000.00 loan.

Mr. Olsen answered by contending that the contract (which he, himself, had drawn by hand) was usurious, and that, therefore, he had no responsibility to pay the same.

The aforementioned suit is still on appeal to the District Court of Appeal of Florida, Third District. In the lower court Plaintiff's motions for summary judgment and for directed verdict were denied and the case was sent to the jury, the lower court refusing to hold that the contract, on its face, was not usurious. The jury came back with a verdict for the Defendant, Olsen.

The gist of my request for an investigation into Mr. Olsen's conduct is the fact that he borrowed this $150,000.00 from me, himself drew the very contract which he contended in court was usurious, and so far has abused his position of trust with me as attorney in using the law to circumvent repayment to me of a just debt which he has incurred.

It has recently come to my attention that the Florida Bar will not condone such conduct on the part of an attorney under the circumstances as exist in this situation. I have had the opportunity to read over the case of The Florida Bar v. O. E. Pitts, cited at 219 So.2d 427, and it appears that the circumstances of that case are exactly the same as the circumstances which have been imposed upon me by Mr. Olsen.

Accordingly, I respectfully request that an investigation be made of this matter and that hearing be held to determine Mr. Olsen's fitness to continue in the practice of law.

Very truly your,

/s/ Saul Goodman

Saul Goodman

cc: Dade County Bar Association
Grievance Committee
111 N.W. 1st Avenue
Miami, Florida

APPENDIX B

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,	)	**NOTICE OF HEARING**
	)	(A Confidential Procedure
vs.	)	Under The Rules of
	)	Discipline)
RICHARD OLSEN	)	

Complainant: SAUL GOODMAN

TO: Accused Attorney:

RICHARD OLSEN
837 City National Bank Building
25 West Flagler Street
Miami, Florida 33131

RE: File No: 11J73-5
Bar Counsel: MICHAEL FITZGERALD
Subject: Possible violation of Canon 1 DR1-102(a)(1) and (a)(4); Canon 4 DR4-101(b)(2)(3); and Canon 5 DR5-101(a) and 104(a), in re: dealings with Saul Goodman.

TIME: 7:00 o'clock P.M.,
TUESDAY, AUGUST 14, 1973

PLACE: Fifth Floor, Dade County Courthouse,
Miami, Florida

TO COMPLAINANT

You are requested to attend this hearing at the time, date and place above stated, to give evidence and to bring with you all papers pertaining to this matter. You may bring with you any witnesses which you feel may be of help to this Committee in its investigation. You may be represented by counsel, if you desire.

You are advised that these proceedings are confidential. The existence of this investigation and the identity of the Attorney are to remain confidential and should not be discussed by you with anyone other than the witnesses you are actually bringing to the hearing. This matter has been assigned to one of the Committee Members to investigate as indicated above. Please feel free to call him if you have any questions. Your cooperation is appreciated.

TO ACCUSED ATTORNEY

Grievance Committee "J" will sit at the time and place indicated above for the purpose of investigating alleged misconduct. Please contact the indicated investigator if you are not already fully aware of the nature of the complaint and for such further information as you need to furnish a reply. The Committee advises you that it is helpful to the Committee if you will furnish to the investigator a written reply far enough in advance of the hearing so that the investigator and other members will have time to review same prior thereto.

You are hereby notified of the following: Your right to appear at the hearing in person, by or with counsel; to furnish a written or verbal statement, sworn or un-

sworn, or by all of the foregoing. At the hearing you may then and there explain, refute or admit the alleged misconduct. Said hearing will be held pursuant to the authority of the Integration Rule of The Florida Bar. Your attention is particularly directed to Article XI, Rule 11.04 of said Rule. Upon your failure to attend said hearing, these proceedings will be conducted in your absence.

* * *

I HEREBY CERTIFY that a true copy of the foregoing was mailed to the accused attorney by Certified Mail RRR, the Complainant, The Florida Bar, and to all Committee Members this 30th day of July, 1973.

ELEVENTH JUDICIAL
CIRCUIT GRIEVANCE
COMMITTEE "J"
111 N.W. First Avenue
Miami, Florida 33128

By /s/ James E. Glass
JAMES E. GLASS, Chairman

CM #396557

APPENDIX C

THE FLORIDA BAR
Tallahassee, Florida 32304

Reply To: GRIEVANCE COMMITTEE "J"
1002 Ainsley Building
Miami, Florida

Case No. 7J 73-5 Date: August 28, 1973

CONFIDENTIAL

To: Complainant Mr. Saul Goodman
c/o Bonell
5750 Collins Avenue, Apt. 4-J
Miami Beach, Florida

NOTICE OF NO PROBABLE CAUSE

The complaint recently filed with the grievance committee against a member of The Florida Bar, assigned the indicated case number, was carefully investigated and considered by the committee. The committee found insufficient evidence to show a violation of professional ethics and closed the case.

/s/ James E. Glass

James E. Glass
Chairman
Judicial Circuit Grievance
Committee "J"

cc: Staff Counsel, The Florida Bar
Designated Reviewer
Richard H. Olsen

* * *

[224] Q Now, who actually had requested that this agreement, Plaintiff's Exhibit 1, be prepared and drawn?

A Mr. Goodman did.

Q Where was that, sir?

A The first knowledge of putting the agreement in writing was after I arrived in New York, and it was at the meeting with Jean Jackson, originally at the Hampshire House.

Q Now, this might be construed as somewhat of an informal agreement, since it is in your handwriting. Were you willing to enter into a more formal agreement if requested?

A Yes, sir. I had no objections and advised him as such.

Q Now, why was the paragraph included in the agreement which provided that you must buy back Mr. Goodman's stock at $10 per share?

A Mr. Goodman insisted that it be put in the agreement to guarantee a repurchase of the stock so he could make a profit. Otherwise, he would not [225] loan the money.

Q Did he state how much profit he wanted?

A $100,000.

Q What that a condition to making the loan?

A It was an absolute condition.

Q Now, Mr. Goodman has stated that he wanted nothing in return for the loan; is that correct?

A No, sir, that's incorrect. I wouldn't give him $100,000 or commit myself to a hundred thousand dollar payment just to give it away.

He had stated that it must go into the agreement, and he wanted it in writing, because the original discussion on this was a simple note from me for $150,000, which I was to give him, and when I got up there he changed.

He said, "I want this in writing," and that was the result, the agreement that was drafted.

Q Have you computed what the rate of interest on $100,000 would be on this transaction?

A Yes, sir. That loan was for eight months and thirteen days, and the interest comes out to—I believe it's 107.84 per cent.

Q That is on $150,000?

A Yes, sir.

App E

DETERMINATION OF JURISDICTION
CERTIORARI

IN THE SUPREME COURT OF FLORIDA

CASE NO: 43168

FILED
DEC 18 1972
CLERK SUPREME COURT

SAUL GOODMAN,
Petitioner,
vs
RICHARD H. OLSEN,
Respondent.

PETITION FOR WRIT OF CERTIORARI TO THE DISTRICT COURT OF APPEAL, THIRD DISTRICT

GRANT | DENY
E
B
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TO THE SUPREME COURT OF THE STATE OF FLORIDA

Petitioner, SAUL GOODMAN, presents this, his Petition for Writ of Certiorari and states:

1. Petitioner seeks to have reviewed an order of the District Court of Appeal, Third District, dated the 17th day of November, 1972, and filed in the records of said District Court on the same date in Minute Book 47, Page 131.

2. This Petition is presented under and pursuant to Article 5, Section 4, of the Florida Constitution, and Rule 4.5c of the Florida Appellate Rules.

3. This Petition is accompanied by a transcript of so much of the proceedings as Petitioner seeks to have reviewed including the decision Petitioner seeks to have reviewed together with a true and correct copy of the Transcript of Testimony. Since a certified copy of the Transcript of Testimony was heretofore delivered to Appellee counsel we are not delivering the Appellee an additional Transcript of Testimony but only that portion of the Trans-

BLEED THROUGH